

BOARD OF PUBLIC WORKS AND SAFETY

JULY 8<sup>th</sup>, 2010

Page 1 of 6

Mayor Charles Henderson called the meeting to order at 8:36 a.m.

PRESENT: Board Members Mayor Charles Henderson, Kevin Hoover, and Thom Hord; Deputy Clerk Kathie Fritz; Assistant City Attorney Jay Isenberg; City Engineer and Director of the Department of Community Development Services Mark Richards.

Mr. Hoover moved to accept the regular minutes of June 24<sup>th</sup>, 2010 as presented. Second by Mr. Hoover. **Vote: Ayes. Motion carries.**

Director of Community Development Services and City Engineer Mark Richards reviewed the following recommendation of Paul Peoni Engineering Division of the Department of Community Development Services:

**Clearbrook Village – Section 2 – Lot 47 (639 Brook Drive)**

Virginia Purcell, Homeowner, appeared regarding the following request:

- 1) Allow encroachment into a ten (10') foot Drainage, Utility and Sewer Easement located along the rear lot line of the above referenced site.

There is an **existing** encroachment of a decorative block wall with landscaping that encroaches into the above referenced easement. Without having an actual survey completed on the lot, it appears that the wall and landscaping encroach into the easement approximately 3 to 4 feet (the homeowner states in her letter that the wall and landscaping may be encroaching the easement up to 6 feet). The homeowner has stated that the encroachment was in place when she purchased the home years ago. The engineering division has no record of any drainage complaints in this area.

Approval letters to encroach into this easement have been obtained by the homeowner from Vectren Energy Delivery, Duke Energy, Greenwood Sanitation and the Homeowners Association.

**No** approval or disapproval letters have been provided by the homeowner for Indiana American Water, Comcast Cable or AT&T.

There is an existing storm sewer that runs along the rear property line however the encroachment does not appear to be built over the storm sewer. If the City ever had to get into to the easement to access the storm sewer there is a good possibility that this encroachment would be disturbed.

Moved by Mr. Hoover to allow encroachment into a ten foot Drainage, Utility and Sewer Easement subject to the owner being responsible for the cost or repair of the landscaping if the City had to work back there. Second by Mr. Hord. **Vote: Ayes. Motion carries.**

**Endress & Hauser Wetzer 2413 Endress Place**

Joe Meyer, KOE Engineering & Surveying Inc., appeared regarding the following requests:

- 1) Accept a performance guarantee in the amount of \$24,703.00 for the installation of the dirt work and storm sewer at the Endress + Hauser Wetzer Division site
- 2) Accept a performance guarantee in the amount of \$2,017.13 for the installation of the erosion control at the Endress + Hauser Wetzer Division site.
- 3) Accept a performance guarantee in the amount of \$13,325.27 for the installation of the street improvements in the public right-of-way at the Endress + Hauser Wetzer Division site
- 4) Accept the general inspection & testing agreement and the 50% upfront fee for the Endress + Hauser Wetzer Division site.

This project has been fast tracked through the review process and there was not enough time to review, have revisions made and approve the guarantee amounts for Endress +

## BOARD OF PUBLIC WORKS AND SAFETY

JULY 8<sup>th</sup>, 2010

Page 2 of 6

Hauser to obtain the performance guarantees prior to the Board meeting. The engineering division recommends conditional approval of the above based upon the following:

- a) Receipt of and then review and approval of the performance guarantees by both the engineering division and the law department. (The Clerk-Treasurer also if Certificates of Deposit are provided.)
- b) Receipt of and then review and approval of the general inspection and testing agreement by both the engineering division and the law department.
- c) Receipt of the 50% upfront fee for the general inspection and testing agreement.

Moved by Mr. Hord. Second by Mr. Hoover. **Vote: Ayes. Motion carries.**

### Audience

Greg Owens, Superintendent of the Street Department, presented the quotes for salt. North American was \$68.08 per ton, Cargill was \$64.63 per ton, and Morton Salt was \$59.00 per ton. Mr. Owens recommended approving the quote from Morton Salt. Moved by Mr. Hoover. Second by Mr. Hord. **Vote: Ayes. Motion carries.**

Director of Operations Norm Gabehart stated that he was there on behalf of Police Chief Joe Pitcher. Mr. Gabehart stated that there are three motorcycles and they are all used daily. The Police Department requests approval to enter into a lease to purchase two motorcycles. The benefits of using motorcycles are utilization, fuel efficiency, cost savings, and ticketing effectiveness. Tim Holmes, Publicfinance.com, stated that the four year lease for \$67,510.00 would be paid twice a year in the amount of \$9,850.00 at a 5% interest rate. Mr. Hoover asked where this would be paid from. Mr. Gabehart replied that it would come out of Cumulative Capital Improvement Funds, Equipment Allocations. Mr. Hoover moved to approve the Chief's request to lease two new motorcycles and the new equipment for all of the bikes, in an amount not to exceed \$70,000.00, and authorize the Mayor to sign the contract on the Board's behalf. Second by Mr. Hord. Mr. Hord asked when the motorcycle would be ready. AnaLee Mason, Administrative Assistant of the Police Department, replied that it would be three months from now. Mr. Hord stated that the motorcycles would come in October and November and probably wouldn't be ridden until spring when the weather is better. Mr. Hord suggested that it wait until the spring so the money could keep earning interest. Ms. Mason stated that it is possible the motorcycles would be ready sooner. Mr. Hord stated his concern that it is unknown if the computer system will be implemented for sure. Mr. Gabehart suggested that the Board only approve the motorcycle purchase and approve the computers later. **Vote: Nays. Motion fails.** Mr. Hoover moved to approve the request for the lease purchase of two bikes and the equipment for five bikes, except for the computer equipment and accessories, not to exceed \$50,390.00, and to authorize the Mayor to sign the contract on the Board's behalf. Second by Mr. Hord. **Vote: Ayes. Motion carries.**

### Nuisance Complaints

John Myers, Code Enforcement Officer, stated that the following nuisance complaints were abated:

- 1) 1742 Blue Grass Parkway – Sullenger
- 2) 1418 Dowell Street – Freedom Mortgage
- 3) 1744 Feather Reed Lane – US Bank NA
- 4) 2935 Limber Pine Drive – Westfall / Hawkins
- 5) 720 Lindenwood Drive – Carmichael
- 6) 1112 Sassafras Trail – Kaur
- 7) 954 Shenandoah Way – Singh

BOARD OF PUBLIC WORKS AND SAFETY

JULY 8<sup>th</sup>, 2010

Page 3 of 6

John Myers, Code Enforcement Officer, Mr. Myers stated that the Bank that owns the properties at 1271 Greenwood Station Boulevard and 1290 Townsend Drive called before the meeting and said the lawns would be mowed next week and spoke on the following nuisance complaints:

- 1) 410 East Broadway – Purcell
- 2) 520 West Broadway – Perkins / Puckett
- 3) 1748 Feather Reed Lane – Summers
- 4) 325 Highland Drive – Sanders
- 5) 1271 Greenwood Station Boulevard – Hansen & Horn
- 6) 1290 Townsend Drive – Hansen & Horn

Mr. Hoover moved to find that a nuisance does exist at all properties presented, and directed the City Attorney to issue Orders of Abatement giving 10 days notice and failing that to authorize the City Attorney to take all steps deemed appropriate to abate the nuisances and charge the cost thereof against the property owners. Second by Mr. Hord.

**Vote: Ayes. Motion carries.**

**City Attorney Status of Tasks**

Assistant City Attorney Jay Isenberg confirmed that everyone received the Memorandum of Status of Tasks and asked if there were any questions.

Assistant City Attorney Jay Isenberg presented the following:

**Agreement with Bargersville for Sewer Billing Information Services**

On October 11, 2007, the Board of Public Works and Safety entered into an Agreement with the Town of Bargersville to supply the City with water usage and water disconnect data on a weekly basis so it can calculate sanitary sewer bills. The charge for the service is \$.60 per customer. The initial Agreement term was three (3) years, with automatic renewal for a one year period on each successive anniversary with same terms and conditions, unless the agreement is terminated by either party providing ninety (90) days written notice of termination.

The City Attorney believes the City is satisfied with the current level of service and charges, but if the City wishes to terminate the Agreement it must provide the Town of Bargersville the written notice of termination by July 11, 2010. Action is only necessary if the Board desires to terminate the agreement.

The Board did not take action.

**Ratification of the Extension of Power Reliability Agreement with Rural Utility Economic Development Corporation (Hurricane Creek Lift Station)**

The Rural Utility Economic Development Corporation (RUEDC), through Johnson County REMC, has provided a generator, fuel, and maintenance for the generator for the City's Hurricane Creek Sanitary Sewer Lift Station pursuant to a Power Reliability Agreement with the City. The Agreement was signed in 2004 for an initial five year term, with a provision that the City could renew the Agreement for additional one-year terms annually upon written notice. The anniversary date by which such notice should be sent is July 2, 2010, prior to the next Board meeting, so Mayor Henderson approved the one-year extension for 2010-2011 and sent the requisite written notice to the RUEDC. A copy of the notice was previously provided for the Board's review and consideration.

Pursuant to I.C. 36-1-4-16, the Board may ratify any action of the Mayor taken on the Board's behalf if the action could have been approved in advance by the same procedure that would have been required for advance approval. Therefore, it is necessary for the Board to ratify the approval, execution, and forwarding of the notice of extension of contract by the Mayor.

Mr. Hoover moved to ratify the approval and execution by the Mayor of the notice of extension of Power Reliability Agreement with the Rural Utility Economic Development Corporation for an additional one-year term and to ratify the forwarding of that notice to the RUEDC. Second by Mr. Hord. **Vote: Ayes. Motion carries.**

**City Engineer**

Director of Community Development Services and City Engineer Mark Richards reviewed the following recommendations:

- 1) Release three (3) year maintenance Letter-of-Credit (LOC) #SCL013613 from National City Bank in the amount of \$25,259.32 for the dirt work, storm sewer, erosion control, street improvements, sidewalks all in the public right-of-way and in dedicated easements and for the signs & monuments.

This LOC was accepted by the Board at the May 24, 2007 BPWS meeting and was actually shown to be for 42 months (3 ½ years) which made the time period similar to our maintenance BOND form which is for 3 years with an automatic 180 day extension clause if action is not requested of the BPWS by the developer prior to the initial 3 year period. The 180 day extension in the BOND form is a protection clause for the City in case a maintenance bond happens to be overlooked. It gives the City time to react if a defect is discovered.

Through the years, as long as the developer follows proper procedures, the BPWS has released several maintenance BONDS after the 3 year period but before the 180 day extension period.

It is our understanding (engineering division and law department) that the developer in this case is trying to refinance his building and the Bank is unwilling to do so with this maintenance LOC in place.

The developer at this time is asking for official release of the maintenance LOC referenced above since the 3 year period has passed but before the 42 month period has occurred.

While the final decision is up to the Board the engineering division recommends release of this maintenance LOC subject to the following:

- a) Final approved field inspection by the engineering division. If any work is needed out in the field as a result of the final field inspection, the developer is responsible to make ALL repairs prior to release of this maintenance LOC.

This request by the developer was made late in the day on Friday, July 02, 2010 just before the three day holiday weekend. Conversation between the developer and the Engineering Division did not occur until the first thing on Tuesday morning July 06, 2010. The developer will be accommodated as quickly as possible but there is a process that has to be followed in order to obtain this release.

Mr. Hoover moved to release the maintenance letter of credit, subject to final inspection by the Engineering Division and that the developer is responsible for completing any items that result from the final inspection. Second by Mr. Hord. **Vote: Ayes. Motion carries.**

**Reserve at Timbers Edge** – The Reserve at Timbers Edge HOA, Inc. has provided a grant of easement for the trail constructed at the development along Fry Road Street. The trail was constructed outside of the public R/W due to limitations caused by topography. The grant of easement was prepared by the City Attorney using standard language approved by the Board, and the legal description has been reviewed by the Engineering Division and found to be acceptable.

BOARD OF PUBLIC WORKS AND SAFETY

JULY 8<sup>th</sup>, 2010

Page 5 of 6

Moved by Mr. Hoover to accept the Public Trail Easement Grant from The Reserve at Timbers Edge HOA, Inc., executed by the HOA on June 23, 2010. Second by Mr. Hord.

**Vote: Ayes. Motion carries.**

**Human Resources**

None.

**Director of Operations**

None.

**Clerk Treasurer**

None.

**Claims**

Mr. Hord moved to accept and approve the claims as presented through June 24<sup>th</sup> 2010. Second by Mr. Hoover. **Vote: Ayes. Motion carries.**

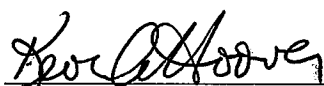
**Mayor**

Mayor Charles Henderson stated that contract had been approved with the City of Indianapolis Public Works. The contract has been in negotiations for years. Now the City of Indianapolis says that they will not negotiate or approve it until they settle their agreement with Citizens. Mayor Charles Henderson stated that since the contract is held up it was asked that the \$1,700,000 payments can be held off until the City can meet with the new company and negotiate with them. The City has been paying .56 cents per gallon which will be going to .65 cents per gallon. Mayor Charles Henderson stated that he had asked if Greenwood started paying .65 cents per gallon now that the \$1,700,000 could be paid later. Mayor Charles Henderson stated he would be out of town next week but would like to discuss it with the Board, Director of Community Development Services and City Engineer Mark Richards, and Utility Accountant Pat Sherman. Mr. Sherman asked that the Board make a motion to approve and sign the contract while the Mayor is gone. Mr. Hoover moved to authorize the Board members to sign the contract subject to review and confirmation from Mr. Richards, Mr. Sherman, and the Law Department. Second by Mr. Hord. Mr. Hord asked when the \$1,700,000 would get paid. Mayor Charles Henderson replied that it would be a year. Mr. Sherman stated that there may be interest due. **Vote: Ayes. Motion carries.**

Mayor Charles Henderson stated that the Clerk Treasurer had decided to have some of the work in the Sanitation Billing Office that comes up to the Clerk Treasurer's Office, moved to the Sanitation Billing Office like book keeping issues. Deputy Clerk Kathie Fritz stated that things are being worked on and Sanitation is being audited and there are a lot of entries to be put into the system before it will be possible to know where Sanitation is at by fund. Ms. Fritz stated that Sanitation Billing Office Manager Arnie Kaptain, his employee, and the Clerk Treasurer are meeting once a week to determine who is responsible for what, as far as the books are concerned. The Sanitation Billing employee is doing the journal entries and reconciliations at the moment. Mayor Charles Henderson stated that was what the former Clerk Treasurer employee had been doing. Ms. Fritz stated that the Clerk Treasurer's office had never done the reconciliation for Sanitation. Mr. Sherman stated that the Clerk Treasurer's Office had done the journal entries in the past. Ms. Fritz stated that the former employee was given the journal entries monthly from the Sanitation Billing Office. Mayor Charles Henderson stated that he wanted to make sure that the Board is clear that some functions may be transferring from the Clerk Treasurer's Office to the Sanitation Billing Office. Mr. Hoover stated that he guessed the Board didn't have a say in that. Mayor Charles Henderson stated that at the meeting he attended with the Clerk Treasurer he had asked State Board of Accounts who was responsible for certain things. State Board of Accounts said that the Clerk Treasurer's Office was responsible for paying the bills and if everyone is in agreement then other responsibilities could be moved to the Sanitation Billing Office. Mayor

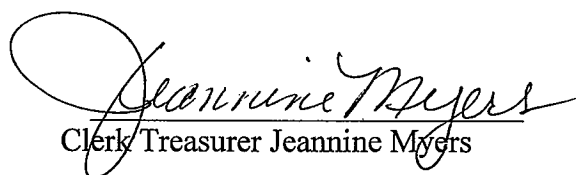
Charles Henderson stated that the employee from the Sanitation Billing Office that has been a part of this is the most qualified to do that. Mr. Hord asked what that would do to the Sanitation Billing Office. Assistant City Attorney Jay Isenberg stated that having moved the billing to the water company the Sanitation Billing Office probably has more free hours. Mr. Sherman stated that there needs to be the appropriate internal controls in accounting if those responsibilities are moved to the Sanitation Billing Office and under the control of the Board of Public Works and Safety. Mr. Sherman stated the process needs to be initiated immediately and we need to make sure that there are no issues in the auditing process at the end of the year because that is now the Board of Public Works and Safety's responsibility but the Clerk Treasurer's Office would still oversee that portion of the accounting system. Mr. Hoover stated that it worries him when things start to change, and different people are doing different things. Mr. Sherman stated that the Sanitation Billing Office employee is the most qualified but the office is not set up to do the accounting functions yet. Ms. Fritz stated that the Clerk Treasurer would be able to give more information on this next week. Mr. Hord asked what this is a result of. Ms. Fritz replied that this is a result of who is ultimately responsible for the utilities; it is an accountability issue because everyone is a part of the issue. Mr. Hoover stated that there has been a significant change and it seems that the Clerk Treasurer has made that decision and the Board has not been involved in it. Ms. Fritz stated that she had not been a part of the meeting and discussions regarding the issue. Mr. Hord asked if the Clerk Treasurer had said she doesn't want the responsibility anymore and he asked what can be done about it. Mayor Charles Henderson stated that it appears to him that when the Clerk Treasurer's Office lost an employee, the Sanitation Billing Office employee helped fill in for a short time. There were some issues. Mayor Charles Henderson stated that it appears to him that the Clerk Treasurer said why the Sanitation Billing Office doesn't just do it all. Mayor Charles Henderson said that he asked Mr. Kaptain and State Board of Accounts and he was there when the Clerk Treasurer asked the State Board of Accounts what her responsibility was and if she had to do it and the response was that her responsibility is to write the checks. Mayor Charles Henderson stated that he then asked Mr. Kaptain if he could take this over and he said he did not want to lose the Sanitation Billing employee to the Clerk Treasurer's Office, but guidelines would have to be set if his office took over the responsibilities. Mr. Hoover asked if the empty position in the Clerk Treasurer's Office would be filled. Ms. Fritz stated that unfilled position was mostly City business and shouldn't be classified as sanitation responsibilities. Mr. Hord stated that the salary should then be taken out of the Clerk Treasurer's budget and moved to the Sanitation Billing Office. Ms. Fritz stated that a lot of the journal entries that are done come from the auditors and Mr. Sherman's office and they are given to the Clerk Treasurer's office. The Sanitation Billing Office ended up doing them this year. Ms. Fritz stated that if the Board is saying the Clerk Treasurer's Office should have one less employee that is absolutely not the case because the sanitation responsibilities took up maybe 20% of the job that is now unfilled. Ms. Fritz stated that she is defending that the position had a lot of other responsibilities other than sanitation. Mr. Hord stated that it sounds to him like the Clerk Treasurer has gotten to a point where she says that all she has to do is sign the checks, and she's not going to deal with it anymore, and is going to pass it on to somebody else so she doesn't have to deal with it, and that's not the way business should be done. Ms. Fritz stated that she hasn't been involved in the conversations regarding this. Mr. Hord stated that it sounds like I will show you and I won't do it anymore, and that's his own opinion. Mayor Charles Henderson stated he wanted this to be on the record so the Board would know what was going on.

With no further business, the meeting adjourned at 9:39 a.m.



Mayor Charles Henderson

Kerin Hoover, Board Member



Clerk Treasurer Jeannine Myers